LOCAL FORM FOR A CHAPTER 13 PLAN UNDER FEDERAL RULE OF BANKRUPTCY PROCEDURE 3015.1 AND **ADMINISTRATIVE ORDER NO. 17-04**

UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF MICHIGAN

IN RE:		
	CASE NO. CHAPTER 13 JUDGE	
and	PLAN SUM	IMARY
	For informational	purposes only.
S.S.#	ACP: <u>36</u> Months Minimum Plan Length: <u>60</u> Plan payment: \$_750.00 per l Minimum dividend to Class 9 Percentage of Tax Refunds con	Month Creditors \$_ 0.00 _
[X] Original CHAPTER 13 [DR [] Pre-Con	PLAN firmation Modification #	
I. NOTICES TO CREDITORS: YOUR RIGHTS MAY BE AFFECTED BY THI BECOME BINDING WITHOUT FURTHER NOTICE OR HEARI FILED. READ THIS DOCUMENT CAREFULLY AND CONSIDE Debtors must check one box on each line to state whether or not A. Nonstandard Provisions set out in Section IV. Under Federal of Bankruptcy Procedure 3015(c), a "nonstandard provision" means a provision that is not otherwise included in the approvious form for a Chapter 13 Plan in the Eastern District of Michigan	NG UNLESS A TIMELY WER SEEKING THE ADVICE The Plan includes each of the Rule Included	RITTEN OBJECTION IS OF AN ATTORNEY.
B. A limit on the amount of a secured claim based on a valuation	of Included	✓ Not included
the collateral for the claim. C. Avoidance of a security interest or lien.	☐ Included	✓ Not included
 IF AN ITEM IS CHECKED AS "NOT INCLUDED" OR IF VOID EVEN IF OTHERWISE INCLUDED IN THE PLAN. ANY "NONSTANDARD PROVISION" THAT IS NOT SPE IF THIS SECTION I INDICATES THAT THIS PLAN DOE PROVISIONS", ANY "NONSTANDARD PROVISIONS" IS SPECIFICALLY LISTED IN SECTION IV) ARE VOID. 	CIFICALLY IDENTIFIED I S NOT INCLUDE ANY "NO	IN SECTION IV IS VOID. ONSTANDARD
THIS PLAN IS SUBJECT TO AND INCORPORATES BY REFER WHICH MAY BE FOUND AT <u>WWW.13EDM.COM</u> or <u>WWW.MI</u> UPON WRITTEN REQUEST.		
II. APPLICABLE COMMITMENT PERIOD; PLAN PAYMENT ELIGIBILITY FOR DISCHARGE:	S; PLAN LENGTH; EFFECT	TIVE DATE AND
A. Debtor's Current Monthly Income exceeds the applicable S is 60 months. Debtor's Plan Length shall be 60 months from the		

Debtor's Current Monthly Income is less than or equal to the applicable State median income. Debtor's Applicable Commitment Period is 36 months. Debtor's Plan Length shall be 60 months from the date of entry of the Order Confirming Plan. This is a minimum Plan length. If the Plan has not been completed in the minimum Plan length, the Plan length shall be extended as necessary for completion of the requirements of the Plan; provided that in no event will the Plan term continue beyond 60 months from the date of entry of the Order Confirming Plan. See Paragraph J of the Additional Terms, Conditions and Provisions for additional information regarding Completion of Plan.

If neither or both of the above boxes is checked, then the Applicable Commitment Period and the Plan Length shall be 60 months from the date of entry of the Order Confirming Plan.

- **B.** Debtor's plan payment amount is \$347.00 biweekly.
- C. Future Tax Refunds. See Paragraph A of the Additional Terms, Conditions and Provisions for additional information

	regarding Tax Refunds and Tax Returns.
FO	OR CASES ASSIGNED TO BAY CITY DIVISION: Check only one box. If none are checked or more than one box is
	ecked, paragraph 2 shall apply:
1.	Debtor's Plan proposes a 100% dividend to unsecured creditors. Therefore, debtor is not required to remit any future Tax Refunds
2.	Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I <i>does not</i> include a pro-ration for anticipated Tax Refunds. Debtor will remit 50% of all Federal and State Tax Refunds that debtor receives or is entitled to receive after commencement of the case.
3.	Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I <i>includes</i> a proration for anticipated Federal Tax Refunds. Debtor will remit 100% of all Federal and State Tax Refunds that debtor receives or is entitled to receive after commencement of the case to the extent the Refund exceeds the sum of twelve times the amount of the Federal and State Tax Refund pro-ration shown in Schedule I.
FO	OR CASES ASSIGNED TO DETROIT DIVISION: Check only one box. If none are checked or more than one box is
	ecked, paragraph 2 shall apply:
	Debtor's Plan proposes a 100% dividend to unsecured creditors. Therefore, debtor is not required to remit any future Tax Refunds.
2.	Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I <i>does not</i> include a pro-ration for anticipated Tax Refunds. Debtor will remit 100% of all Federal Tax Refunds that debtor receives or is entitled to receive after commencement of the case.
3.	Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I <i>includes</i> a proration for anticipated Federal Tax Refunds. Debtor will remit 100% of all Federal Tax Refunds that debtor receives or is entitled to receive after commencement of the case to the extent the Refund exceeds the sum of twelve times the amount of the Federal Tax Refund pro-ration shown in Schedule I.
	OR CASES ASSIGNED TO FLINT DIVISION: Check only one box. If none are checked or more than one box is checked,
1.	ragraph 2 shall apply: Debtor's Plan proposes a 100% dividend to unsecured creditors. Therefore, debtor is not required to remit any future tax refunds.
2.	Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I <i>does not</i> include a pro-ration for anticipated tax refunds. Debtor will remit 100% of all Federal Tax Refunds that Debtor receives or is entitled to receive after commencement of the case.
3.	Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I <i>includes</i> a proration for anticipated Federal Tax Refunds. Debtor is not required to remit Federal Tax Refunds in excess of the amount of the proration shown on Schedule I.
	D. ✓ If the box to the immediate left is "checked", the debtor acknowledges that debtor is not eligible for a discharge pursuant to 11 USC §1328.
	☐ If the box to the immediate left is "checked", the joint debtor acknowledges that joint debtor is not eligible for a discharge pursuant to 11 USC §1328.

- E. If the box to the immediate left is "checked", the debtor or joint debtor is self-employed AND incurs trade credit in the production of income from such employment. Debtor shall comply with the requirements of Title 11, United States Code, and all applicable Local Bankruptcy Rules regarding operation of the business and duties imposed upon the debtor.
- III. DESIGNATION AND TREATMENT OF CLASSES OF CLAIMS: See Paragraph F of the Additional Terms, Conditions and Provisions for additional information regarding the order in which claims are to be paid.
 - A. Class One TRUSTEE FEES as determined by statute.
 - B. Class Two ADMINISTRATIVE CLAIMS, INCLUDING ATTORNEYS FEES AND COSTS:
 - 1. PRE-CONFIRMATION ATTORNEY FEES: At confirmation of the Plan, Counsel shall elect to either:
 - In lieu of filing a separate fee application pursuant to 11 USC §327 and §330, accept the sum of \$_350.00 per hour for services rendered plus \$ 313.00 for costs advanced by Counsel, for total Attorney Fees and Costs of \$ 313.00 through the Effective Date of the Plan. The total Attorney Fees and Costs less the sum paid to Counsel prior to the commencement of this case as reflected in the Rule 2016(b) Statement leaving a net balance due of \$ 3,500.00, will be paid as an Administrative Expense Claim; or
 - Request an award of compensation for services rendered and recovery of costs advanced by filing a separate Application for Compensation for services rendered up through the date of entry of the Order Confirming Plan pursuant to 11 USC §327 and §330. If Counsel elects to file a fee application pursuant to this sub-paragraph, the Trustee shall escrow \$3,500.00 for this purpose. See Paragraph B of the Additional Terms, Conditions and Provisions for additional information.
 - 2. POST-CONFIRMATION ATTORNEY FEES: See Paragraph D of the Additional Terms, Conditions and Provisions for additional information.
 - 3. RETENTION OF OTHER PROFESSIONALS FOR POST-PETITION SERVICES: Debtor \(\precent{Delta} \) has retained or \(\precent{Delta} \) intends to retain the services of (name of person to be retained) as (capacity or purpose for retention) to perform professional services post-petition with fees and expenses of the professional to be paid as an Administrative Expense. See Paragraph C of the Additional Terms, Conditions and Provisions for additional information.
 - 4. OTHER ADMINISTRATIVE EXPENSE CLAIMS: Any administrative expense claims approved by Order of Court pursuant to 11 USC §503 shall be paid as a Class Two administrative claim. See Paragraph E of the Additional Terms, Conditions and Provisions for additional information.
 - C. CLASS THREE SECURED CLAIMS TO BE STRIPPED OR AVOIDED FROM THE COLLATERAL AND TREATED AS UNSECURED CLAIMS TO BE PAID BY TRUSTEE. See Paragraph G and Paragraph N of the Additional Terms, Conditions and Provisions for additional information.

Class 3.1 Liens to be Stripped. 11 USC §506(a).

THE LENGTH OF THE PLAN. 11 USC §1322(b)(5).

Creditor	<u>Collateral</u>			
[
None				
Class 3.2 Judicial Liens and Non-Possessory, Non-Purchase Money Liens to be Avoided. 11 USC §522(f).				
Creditor	Collateral			

-NONE-D. CLASS FOUR - SECURED CLAIMS ON WHICH THE LAST CONTRACTUAL PAYMENT IS DUE BEYOND

Continuing Payments on a claim secured by the debtor's principal residence that come due on and after Class 4.1 the date of the Order for Relief. (See Paragraph P, Paragraph L and Paragraph EE of the Additional Terms, Conditions and Provisions for additional information).

Creditor Collateral Monthly Payment Direct or Via Trustee -NONE-

Class 4.2 Pre-Petition Arrearages on a claim secured by the debtor's principal residence to be paid by Trustee: Those amounts which were due as of the filing of the Order for Relief:

			Estimated Average	Months to Cure From
Creditor	<u>Collateral</u>	Arrears Amount	Monthly Payment	Confirmation Date

Creditor	<u>Collateral</u>	Arrears Amount	Estimated Average Monthly Payment	Months to Cure From Confirmation Date
-NONE-				

Class 4.3 Continuing Payments other than on a claim secured by the debtor's principal residence that come due on and after the date of the Order for Relief. (See Paragraph P, Paragraph L and Paragraph EE of the Additional Terms, Conditions and Provisions for additional information).

Creditor	Collateral	Monthly Payment	Direct or Via Trustee
-NONE-			

Class 4.4 Pre-Petition Arrearages other than on a claim secured by the debtor's principal residence to be paid by Trustee: Those amounts which were due as of the filing of the Order for Relief:

Creditor	<u>Collateral</u>	Arrears Amount	Estimated Average Monthly Payment	Months to Cure From Confirmation Date
Credit Acceptance Corporation	2021 Chevy Trek 10,000 miles Location: 7931 Kirkridge St, Belleville MI 48111-1622	0.00	490.65	60

E. CLASS FIVE - SECURED CLAIMS ON WHICH THE LAST PAYMENT WILL BECOME DUE WITHIN THE PLAN DURATION. (See Paragraph H, Paragraph L, Paragraph O, and Paragraph S of the Additional Terms, Conditions and Provisions for additional information).

Class 5.1. Secured Claims not excluded from 11 USC §506 to be paid Equal Monthly Payments. 11 USC $\S1325(a)(5)(B)$:

Creditor/Collateral	Indicate if "crammed" *** or modified	Interest rate (Present Value Rate)	Total to be paid Including <u>Interest</u>	Monthly <u>Payment</u>	Direct or Via Trustee
-NONE-/					

^{***} See debtor's Schedule A/B for more information about values.

Class 5.2. Secured Claims not excluded from 11 USC §506 not to be paid Equal Monthly Payments. 11 USC $\S1325(a)(5)(B)$:

Creditor/Collateral	Indicate if "crammed"***or modified	Interest rate (Present Value Rate)	Total to be paid including interest	Estimated Average Monthly Payment	Direct or Via Trustee
-NONE-/					

^{***} See debtor's Schedule A/B for more information about values.

Class 5.3. Secured claims excluded from 11 USC \$506 by the "hanging paragraph" at the end of 11 USC \$1325(a)(9) to be paid "Equal Monthly Payments". 11 USC §1325(a)(5)(B).

Creditor/Collateral	Indicate if " <u>modified</u>	Interest rate (Present Value Rate)	Total to be paid Including interest	Monthly Payment	Direct or Via Trustee
-NONE-/					

Class 5.4. Secured claims excluded from 11 USC \$506 by the "hanging paragraph" at the end of 11 USC \$1325(a)(9) not to be paid Equal Monthly Payments. 11 USC §1325(a)(5)(B).

Creditor/Collateral	Indicate if "modified	Interest rate (Present Value Rate)	Total to be paid Including interest	Estimated Average Monthly_ Payment	Direct or Via Trustee
-NONE-/					

Class 5.5. Surrender of collateral. (See Paragraph P of the Additional Terms, Conditions and Provisions for additional information).

The debtor(s) surrenders debtor's interest in the following collateral. Any allowed unsecured claim remaining after disposition of the collateral will be treated as a Class 9 General Unsecured Creditor.

Creditor Name	Description of Collateral
-NONE-	

F. CLASS SIX – EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES, 11 USC §§365, 1322(b)(7): Debtor assumes the executory contracts and unexpired leases listed in subparagraph 1. (See Paragraph K of the Additional *Terms, Conditions and Provisions for additional information*).

Class 6.1. Continuing Lease/Contract Payments:

Creditor	<u>Property</u>	Monthly Payment	Lease/Contract expiration date	Direct or Via <u>Trustee</u>
-NONE-				

Class 6.2. Pre-petition Arrearages on Assumed Executory Contracts and Leases (to be paid by Trustee):

Creditor	<u>Property</u>	Arrears Amount	Estimated Average Monthly Payment	Months to Cure From Confirmation Date
Kirkridge Co-Op	Residential lease ending June 2021. \$600/mo.	0.00	0.00	60

Class 6.3. Debtor rejects the executory contracts and unexpired leases listed in this subparagraph 3. Any unexpired lease or executory contract that is neither expressly assumed in Class 6.1 above or expressly rejected below shall be deemed rejected as of the date of confirmation of debtor's chapter 13 plan to the same extent as if that unexpired lease or executory contract was listed below. (See Paragraph K of the Additional Terms, Conditions and Provisions for additional information):

Creditor	<u>Property</u>		
-NONE-			

G. CLASS SEVEN - PRIORITY UNSECURED CLAIMS. 11 USC §§507, 1322(a)(2).

Class 7.1. Domestic Support Obligations: Continuing Payments that come due on and after the date of the Order for Relief:

Creditor	Monthly Payment	Direct or Via Trustee
-NONE-		

Class 7.2. Domestic Support Obligations: Pre-Petition Arrearages due as of the filing of the Order for Relief:

Creditor	Arrears Amount	Estimated Average Monthly Payment	Direct or Via Trustee
-NONE-			

Class 7.3. All Other Priority Unsecured Claims [11 U.S.C. §1322(a)(2)]

Creditor	Amount	Direct or Via Trustee
IRS	1,000.00	Trustee
Michigan Depertment of Treasury	800.00	Trustee

H. CLASS EIGHT – SEPARATELY CLASSIFIED UNSECURED CLAIMS. 11 USC §1322(b)(1): (To be paid by Trustee): (See Paragraph M of the Additional Terms, Conditions and Provisions for additional information):

Creditor	<u>Amount</u>	Interest Rate	Reason for Special Treatment
-NONE-			

I. CLASS NINE - GENERAL UNSECURED CLAIMS (to be paid by Trustee): — See Paragraph N of the Additional Terms, Conditions and Provisions for additional information.

¥	that is not less than the Amount Available Value of Encumbered Property (the "Uns Amount; or (ii) will continue for the full I greater payment to Class 9 Unsecured Cre	stribution to creditors holding Class 9 General Unsecured claims in an amount e in Chapter 7 shown on Attachment 1, Liquidation Analysis and Statement of secured Base Amount"). This Plan shall provide either (i) the Unsecured Base Plan Length as indicated in Paragraph II.A of this Plan, whichever yields the editors. See Attachment 2, Chapter 13 Model Worksheet, Line 8, for estimated to be available for payment to Class 9 Unsecured Creditors.
	This Plan shall provide a dividend to hold	ders of Class 9 General Unsecured Claims equal to 100% of allowed claims.
If neith	er box is checked or if both boxes are check	ted, then the plan shall pay the Unsecured Base Amount.
☐ IV. <u>No</u>		ed", creditors holding claims in Class Seven, Eight and Nine shall receive e of 0.00% per annum as required by 11 USC §1325(a)(4).
Application Awarding F Confirming debtor's Pla appropriate V.F. ORDER following o Level 1: Cla Level 2: Cla Level 3: Cla Level 4: Cla Level 5: Cla Level 6: Cla Level 7: Cla	ns for compensation for services rendered Post-Confirmation Attorney Fees, if debto Plan, all unpaid Attorney Fees and costs an to complete within 60 months from the e to the parties interested. 8 OF PAYMENT OF CLAIMS: All claims for order to the extent that funds are available ass 1 ass 5.1, 5.3, and 6.1 ass 2.1, 2.2, Class 2.3; ass 2.2, 2.3 and 2.4; ass 4.1, and 4.3; asses 4.2, 4.4, 5.2, and 5.4 and 6.2	IS BY SEPARATE APPLICATION: Counsel reserves the right to file subsequent to Confirmation of this Plan. Upon entry of an Order-r's Plan will not complete within 60 months of the date of the Order-shall be paid by the Trustee only after a Plan modification that allowse date of the Order Confirming Plan is approved with notice as is which this Plan proposes payment through the Trustee shall be paid in the e:
		re any disbursements are made to any subordinate class. If there are not the claims in that level shall be paid <i>pro rata</i> .
	Sweeney, Attorney for Debtor (or Debtor ard Provisions'' other than those set out i	r if not represented by an attorney), certify that this Plan contains no n Section IV above.
	R. Sweeney	/s/ Sharonda Y. Mack
Jesse R. S	<u>-</u>	Sharonda Y. Mack
Attorney fo	or Debtor ser Road, Ste. 252-B	Debtor
Southfield		
Street Add	ress	
	, MI 48033-0000	Joint Debtor
	and Zip Code	
E-Mail Add	gmail.com	 February 11, 2021
586.909.80		Date
		Duit

Local Form 10-24-17 V 1

Phone Number

ATTACHMENT 1

LIQUIDATION ANALYSIS AND STATEMENT OF VALUE OF ENCUMBERED PROPERTY:

TYPE OF PROPERTY	FAIR MARKET VALUE	LIENS	DEBTOR'S SHARE OF EQUITY	EXEMPT AMOUNT	NON-EXEMPT AMOUNT
PERSONAL RESIDENCE	0.00	0.00	0.00	0.00	0.00
REAL ESTATE OTHER THAN PERSONAL RESIDENCE	0.00	0.00	0.00	0.00	0.00
HHG/PERSONAL EFFECTS					
Misc. Articles of Furniture. Location: 7931 Kirkridge St, Belleville MI 48111-1622	2,000.00	0.00	2,000.00	2,000.00	0.00
HHG/PERSONAL EFFECTS (total)	3,500.00	0.00	3,500.00	3,500.00	0.00
JEWELRY	0.00	0.00	0.00	0.00	0.00
CASH/BANK ACCOUNTS					
checking: Bank of America	500.00	0.00	500.00	500.00	0.00
checking: Huntington Bank	0.00	0.00	0.00	0.00	0.00
CASH/BANK ACCOUNTS (total)	500.00	0.00	500.00	500.00	0.00
VEHICLES					
2021 Chevy Trek 10,000 miles Location: 7931 Kirkridge St, Belleville MI 48111-1622	26,000.00	26,229.00	0.00	0.00	0.00
2010 Kawasaki Classic 55000 miles Location: 7931 Kirkridge St, Belleville MI 48111-1622	3,000.00	0.00	3,000.00	3,000.00	0.00
VEHICLES (total)	29,000.00	26,229.00	3,000.00	3,000.00	0.00
OTHER (itemize)					
401k: Fidelity	500.00	0.00	500.00	500.00	0.00

OTHER (total)	500.00	0.00	500.00	500.00	0.00
Amount available upon liquidation					0.00
Less administrative expenses and costs				\$	0.00
Less priority claims					1,800.00
Amount Available in Chapter 7				\$	0.00

ATTACHMENT 2

CHAPTER 13 MODEL WORKSHEET LOCAL BANKRUPTCY RULE 3015-1(B)(2) E.D.M

1.	Proposed length of Plan:	60	_ months	
2.	Initial Plan Payment: \$750.00 per month x 60 months	s = \$ 45,000.00 (subtota	al)	
3.	Additional Payments: \$	per=\$(subtotal)		
4.	Lump sums payments			 \$0.00
5.	Total to be paid into Plan (total	 \$45,000.00		
6.	Estimated disbursements other	than to Class 9 Genera	al Unsecured Creditors	
	a. Estimated Trustee Fees		\$4,500.00	
	b. Estimated Attorney Fees and confirmation of plan	l costs through	\$5,000.00	
	c. Estimated Attorney Fees and costs post-confirmation through duration of Plan		\$3,000.00	
	d. Estimated fees of other Profe	essionals	\$0.00	
	e. Total mortgage and other continuing secured payments		\$0.00	
	f. Total non-continuing secured (including interest)	debt payments	\$0.00	
	g. Total priority claims		\$1,800.00	
	h. Total arrearage claims			
7.	Total disbursements other than (Total of lines 6.a through 6.h)	to Class 9 General Un	secured Creditors	\$ 39,552.00
8.	Funds <i>estimated</i> to be available for Class 9 General Unsecured Creditors (Line 5 minus Line 7)		\$ 5,448.00	
9.	Estimated dividend to Class 9 (see Liquidation Analysis on p		editors in Chapter 7 proceeding	\$ 0.00